

# EXHIBIT 1

## **GENERAL RELEASE AND SETTLEMENT AGREEMENT**

THIS GENERAL RELEASE AND SETTLEMENT AGREEMENT (the "Agreement") is entered into by and between MARIE K. WEST ("West"), on the one hand, and KELLY HUNTER BURCH, TOM GRUBER, DREW EDMONDSON and the STATE OF OKLAHOMA ("Defendants") on the other hand.

### **RECITALS**

A. A dispute has arisen concerning West's employment with the State of Oklahoma and West's interactions with the individual Defendants. West initiated an action in the U.S. District Court for the Western District of Oklahoma, styled Marie Kathleen West v. Kelly Hunter Burch, et al., Case No. CIV-03-1019-T, and an action in the District Court of Oklahoma County, styled Marie Kathleen West v. The State of Oklahoma, Case No. CJ-2003-8770 (collectively "the Actions").

B. Defendants deny all of West's claims or allegations of wrongdoing.

C. West and Defendants (collectively, the "Parties") now desire to settle, compromise and resolve all of West's actual or potential disputes, claims, or actions against Defendants.

### **AGREEMENT**

Accordingly, in consideration of the foregoing promises, conditions and covenants, the Parties stipulate and agree as follows:

#### **1. Consideration**

Subject to the terms and conditions of this Agreement, Defendants agree that the State of Oklahoma shall, within twenty (20) business days of the receipt by its counsel of a fully executed copy of this Agreement, pay to West the sum of \$45,000.00 by delivering a check payable to "Marie Kathleen West and Ward & Glass, LLP Client Trust Account" to West's counsel or representatives. West's signature on this Agreement shall be notarized. Thereafter, once Defendants deliver the aforementioned check, West acknowledges that Defendants shall have no responsibility or liability with respect to the handling or distribution of the settlement funds.

#### **2. Dismissal of Action**

Contemporaneously with the execution of this Agreement and the receipt of the \$45,000 payment as set forth above, West shall cause the Actions (both before the Federal Court and the Oklahoma County District Court) to be dismissed with prejudice and West's counsel shall provide evidence of that dismissal to Defendants' counsel.



3. **General Release of Respondents**

West fully and forever releases and discharges the State of Oklahoma, together with its employees and former employees, officers, directors, principals, agents, heirs, executors, administrators, predecessors, successors, assigns, representatives, parents, subsidiaries, affiliates, and attorneys, and Tom Gruber, Drew Edmondson and Kelly Hunter Burch, together with their agents, heirs, executors, administrators, predecessors, successors, assigns, representatives and attorneys (collectively, the "Releasees"), and each of them, from any and all claims, demands, actions, causes of action, contracts, obligations, suits, debts, costs or liabilities, whether known or unknown, which West ever had, now has, or may hereafter claim to have had, against any of the Defendants on or before the last date of execution of this Agreement. This general release includes, but is not limited to, any such rights, claims, or causes of action relating to, arising out of, brought in, or that could have been brought in, the Action, or that relate in any way to dealings of any kind between West and any of the Defendants on or before the last date of execution of this Agreement.

4. **Unknown Facts or Claims**

It is the Parties' intent that this Agreement shall apply to all claims, whether known, unknown or unanticipated. Furthermore, the general release provided above shall remain in effect as a full and complete release, notwithstanding the existence or subsequent discovery of any presently-unknown, different or additional facts or claims.

5. **No Admission of Liability**

The Parties agree that the fact that they are entering into this Agreement shall not be taken or construed to be an admission of liability on the part of any of them.

6. **Fees and Costs**

The Parties shall bear their own costs and attorneys' fees incurred in connection with the Action and this Agreement.

7. **Independent Advice**

The Parties respectively represent and certify that they secured independent legal advice and consultation in connection with this Agreement and any rights they may be relinquishing hereby, and that they have not relied upon any representations or statements made by any other party or by any other party's counsel or representatives in executing this Agreement, other than as stated herein expressly. West acknowledges that Defendants have made no representations regarding the tax treatment of the payment described in paragraph 1 above and that West is solely responsible for the tax consequences of such payment.

**8. Warranty of Authority**

Each signatory to this Agreement expressly warrants to the other parties that he, she or it has the authority to execute this Agreement on behalf of the party or parties to be bound by his, her or its signature, and on behalf of each and every principal or other owner of a legal, equitable or beneficial interest in such party or parties. Each signatory agrees that he, she or it will indemnify the other parties to this Agreement from any loss or damage resulting from a breach of this warranty of authority.

**9. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and is entered into by the Parties without reliance upon any statement, representation, promise, inducement or agreement not expressly contained herein. It is expressly understood and agreed that this Agreement may not be altered, amended, or otherwise modified in any respect except by a writing duly executed by all of the Parties.

**10. Construction**

Each party hereto and his, her or its respective counsel or representatives have had an opportunity to review and revise this Agreement, and the normal rules of construction to the effect that any ambiguities in this Agreement are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

**11. Parties Bound**

The terms of this Agreement shall bind the Parties as well as their respective heirs, trustees, agents, beneficiaries, executors, administrators, predecessors, successors and assigns.

**12. Confidentiality**

West and West's counsel or representatives represent and agree that they will not voluntarily disclose (or cause or allow to be disclosed) the fact of the Parties' settlement, the existence of this Agreement, the amount paid pursuant to this Agreement, or any terms of this Agreement to any third person or entity without the prior written consent of Defendants.

Furthermore, within ten (10) business days of the date of the last date of execution of this Agreement, counsel or representatives for West shall return to counsel for Defendants any and all documents and copies thereof produced by Defendants marked "CONFIDENTIAL" or shall certify in writing that all such documents have been destroyed.

Notwithstanding the foregoing, West may disclose the existence and/or terms of this Agreement: (1) to tax advisors to the extent that such disclosure is necessary in the preparation of West's tax returns, provided that West first informs those advisors of the confidentiality provisions of this Agreement; or (2) in response to a valid subpoena, or as otherwise required by

law, provided that West, at the earliest opportunity, notifies Defendants of any such subpoena or legal requirement to disclose so as to give Defendants an opportunity to protect its interests.

**13. Cooperation.**

West agrees not to object to, to cooperate in and to take all reasonable efforts to assist Burch's efforts to effect a removal from the public records of any reference to the action in Oklahoma County District Court, styled as Marie West v. Kelly Burch, PO-2002-2860.

**14. Non-Assignment**

West represents, warrants and certifies that there has been no transfer or assignment, or attempted transfer or assignment, of any right, title or interest in or to any claim, action or cause of action that is being released and discharged pursuant to the general release provided above.

**15. Counterparts**

This Agreement may be executed in one or more counterparts, all of which counterparts shall be deemed to be one instrument upon execution of a counterpart by all signatories to this Agreement.

**16. Provisions Severable**

This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any person or circumstances, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to the unaffected persons or circumstances, shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

**17. Governing Law**

This Agreement shall be governed by the laws of the State of Oklahoma applicable to agreements made, and to be performed, therein and without resort to that State's conflict of law provisions or rules.

Dated: \_\_\_\_\_, 2006

\_\_\_\_\_  
Marie K. West

State of Oklahoma, ex rel.  
Office of the Attorney General

Dated: \_\_\_\_\_, 2006

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2006

\_\_\_\_\_  
Drew Edmondson

Dated: \_\_\_\_\_, 2006

\_\_\_\_\_  
Tom Gruber

Dated: \_\_\_\_\_, 2006

\_\_\_\_\_  
Kelly Hunter Burch

**APPROVED AS TO FORM AND CONTENT:**

Dated: \_\_\_\_\_, 2006

\_\_\_\_\_  
Stanley M. Ward, Esq.  
Woodrow K. Glass, Esq.  
Scott F. Brockman, Esq.  
629 24<sup>th</sup> Avenue S.W.  
Norman, OK 73069  
Telephone: (405) 360-9700  
Facsimile: (405) 360-7902

Attorney for Marie K. West

Dated: \_\_\_\_\_, 2006

\_\_\_\_\_  
Steve Stephens, Esq.  
Kevin R. Donelson, Esq.  
Jay P. Walters, Esq.  
Fellers, Snider, Blankenship, Bailey & Tippens  
100 N. Broadway, Suite 1700  
Oklahoma City, OK 73102  
Telephone: (405) 232-0621  
Facsimile: (405) 232-9659

Attorney for Kelly Hunter Burch

Dated: \_\_\_\_\_, 2006

\_\_\_\_\_  
Angela K. Martin  
Attorney General's Office  
Litigation Division  
4545 N. Lincoln Blvd., Suite 260  
Oklahoma City, OK 73105-3498  
Telephone: (405) 521-4274  
Facsimile: (405) 528-1867

Attorney for Tom Gruber

Dated: \_\_\_\_\_, 2006

\_\_\_\_\_  
E. Clyde Kirk  
Attorney General's Office  
4545 North Lincoln, Suite 260  
Oklahoma City, OK 73105-3498  
Telephone: (405) 521-4274  
Facsimile: (405) 528-1867

Attorney for Drew Edmondson

Dated: \_\_\_\_\_, 2006

\_\_\_\_\_  
Susan K. Noland  
Attorney General's Office  
4545 North Lincoln, Suite 260  
Oklahoma City, OK 73105-3498  
Telephone: (405) 521-4274  
Facsimile: (405) 528-1867

Attorney for State of Oklahoma



State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared \_\_\_\_\_,  
Name(s) of Signer(s)

☐ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted,  
executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

\_\_\_\_\_  
Signature of Notary Public

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared \_\_\_\_\_,  
Name(s) of Signer(s)

- ☐ personally known to me  
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted,  
executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

\_\_\_\_\_  
Signature of Notary Public

356338v1

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared \_\_\_\_\_,  
Name(s) of Signer(s)

☐ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted,  
executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

\_\_\_\_\_  
Signature of Notary Public

356338v1

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared \_\_\_\_\_,  
Name(s) of Signer(s)

- ☐ personally known to me  
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted,  
executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

\_\_\_\_\_  
Signature of Notary Public

356338v1

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared \_\_\_\_\_,  
Name(s) of Signer(s)

☐ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted,  
executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

\_\_\_\_\_  
Signature of Notary Public

358377v1